

August 28, 2008

Candace Carlson
Contract Administrator
King Street Center, KSC-TR-0415
201 South Jackson Street
Seattle WA, 98104-3856



TRANSIT SYSTEMS

RE: Return of Change Order No. 31 - CST-Override RRFP Card Printing

Dear Candace,

Since the Agencies have chosen to remove compensation for all administrative hours for the performance of the work in Change Orders No. 31 – CST-Override RRFP Card Printing, ERG is not equitably compensated for the work or the schedule impacts of performing this work. The work under this Change Order was not anticipated in the Contract or in the pricing of the Contract. It is new work that has increased ERG's cost of performance. As such, an equitable adjustment to the Contract price is required to be made per Contract Section 3.I-31.2.

ERG has already complied with the contract requirements to protest the Agencies' dismissal of administrative costs for new work. Despite the decision of the Dispute Review Board, which is not binding on either party (RFCS Contract, 3.I-34.7), being compensated for all work performed is critical to ERG and it will pursue all available options to defend and protect its right to be fully paid for the work it performs. Furthermore, ERG retains all rights to pursue all remedies available under the law.

ERG returns these Change Orders unsigned and in protest. This work has been sent to ERG under directive Change Orders and, therefore, ERG will proceed with the work as directed. However, this letter and commitment to perform the work in no way sets a precedent or bind ERG to perform any work in the future.

If you have any questions, please contact me at (925) 686-8210.

Sincerely yours,

John Winyard
Project Director

(Per ILA Approval Requirements)



CA Approval



JB Approval

REGIONAL FARE COORDINATION SYSTEM

CHANGE ORDER NO. 31

CONTRACTOR: ERG Transit Systems (USA) Inc.
CONTRACT NUMBER: 229944

This Change Order to Contract #229944 ("Change Order") is executed as of 1/4/08, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Background

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to execute this Change Order No. 31 and the attached Amendment 27 to add functionality which provides the ability to override card printing requirements when issuing a Regional Reduced Fare Permit (RRFP) card at the CST and to amend the "Special Programs" Section of Section VI, Implementation, in Exhibit 9, Price Schedule.

Agreements

The Agencies and the Contractor hereby agree to the following changes to the Contract:

1.0 Compensation Changes

This Change Order shall give rise to no additional compensation except for the \$6637 cost amount specified in Amendment No. 27 which is attached hereto as "CO 31 Attachment A" and which the Parties agree, without further execution, hereby amends Section VI, Implementation, of Exhibit 9 to the Contract, entitled "Price Schedule," by adding the price as noted to the Special Programs Section.

2.0 System Documentation Modifications

The Contractor shall provide the Agencies with revised manuals, materials and other system documentation as needed to reflect the changes arising from this change order.

3.0 Division III Changes

Contract Section 6.III-11.2 "Functional Requirements - CST" is amended to add a new item (q) as described below:

6.III-11.2 Functional Requirements - CST

- (a) The CST shall provide a means of quickly selecting "express transaction" types for the most common types of card values loaded. For fares dependent upon origin/destination, the default origin shall be the zone in which the CST is installed. However, CSTs shall be capable of selling rides for any origin/destination pair.
- (b) The CST shall be able to read and encode on the fare card any value up to the maximum limit, load any pass or type of ride for any Agency.
- (c) The Agency personnel shall be able to initiate the type of transaction by selecting the type of value to be loaded for a selected Agency, and origin-destination or zones if applicable.
- (d) Agency personnel shall be able to cancel a transaction at any point during the purchasing process prior to the initiation of the transfer of value to fare card.
- (e) The CST shall prompt Agency personnel to select the payment type.
- (f) A transaction receipt may be printed at the CST upon request for any type of payment. CSTs for WSF shall print receipts for every transaction by default.
- (g) Upon the completion of the transaction selection, the CST shall calculate and display the amount due for the selected card value loaded on the operator display as well as the external customer card interface unit display.

- (h) The CST shall be able to reverse the value that has been loaded on to fare card and provide an audit trail of who reversed it, including time date and terminal ID.
- (i) At the end of a sales day, the CST shall provide a daily summary report indicating total sales, revenue collected, passes sold, amounts of refunds issued and the number of refunds.
- (j) The CST shall support telephone, Internet and mail order services.
 - i. All telephone, Internet and mail orders filled shall be tracked on a daily basis.
 - ii. The daily orders received and orders filled shall be transferred to the clearinghouse at least once per day per Agency.
- (k) The CST shall provide provisions for entering customer information including name address, phone number and ID number.
 - i. The CST shall have functionality to generate customer numbers.
 - ii. The CST shall have functionality to utilize Agency-specified customer numbers.
 - iii. The CST shall have the capability to track transactions by customer number, transaction numbers, or pass serial numbers.
 - iv. The CST shall allow Agency personnel to override the standard pass prices, and track and report each override event.
 - v. All CSTs, revalue and information devices/systems shall reference the same customer identification information record, to avoid duplication of records for a specific customer.
- (l) The CST shall record payment method or methods for each sales transaction.
- (m) The CST shall be capable of operating commercial off-the-shelf software such as word processing and spreadsheet programs concurrent with CST functions.
- (n) CST peripherals shall be modular.
- (o) The Agencies shall have the option of procuring:
 - i. A fully configured CST designed for over the counter service.
 - ii. The core CPU and peripherals (keyboard, mouse and display), with additional peripherals (e.g. receipt printer, cash drawer, customer display, etc.) as desired by an Agency. The modularized version will be used for telephone, mail or other customer service functions where the full range of peripherals is not required.
- (p) The CST shall provide a report identifying inventory quantities on hand, quantities sold, and quantities added during the day.

- (q) The CST shall provide the ability to override card printing requirements when issuing a Regional Reduced Fare Permit card.

4.0 Other Terms and Conditions

Except as expressly amended by this Change Order, the Contract remains in full force and effect. All other provisions of the Contract not referenced in this Change Order No. 31 shall remain in effect unless modified in other executed Amendments and Change Orders.

IN WITNESS WHEREOF, the parties hereto have executed this Change Order No. 31 to Contract #229944 as of the date set forth below its signature.

 ERG Transit Systems (USA) Inc.

By: _____

Its: _____

Date: _____

The Agencies

By: Candace Carlson

Its: Contract Administrator

Date: 1/4/08

Change Order No. 31 - Attachment A

Amendment 27 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 27 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this ____ day of _____, 2008, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend the Special Programs Section of Section VI, Implementation, Exhibit 9, Price Schedule, in connection with the Work described in Change Order 31 to which this is attached.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 1.0

The Special Programs Section of Section VI, Implementation, Exhibit 9, Price Schedule, is hereby amended to read as follows:

SPECIAL PROGRAMS

LUMP SUM COST

Original Contract

A. PARATRANSIT	\$70,476
B. VANPOOL	\$70,476

Change Order No. 1

A. KCM RCU Conceptual Design (Not to Exceed plus reimbursable travel expenses)	\$26,795
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Change Order No. 11

WSF GAK Implementation	\$241,584
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Change Order No. 15

WSF Gate & POS Simulator	\$24,614
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Change Order No. 16

KT PFTP Implementation	
1. Phase 1 FDR through Beta Test Readiness	\$79,698
2. Phase 2 After Beta Test Readiness	\$46,683
TOTAL IMPLEMENTATION:	\$126,381

Change Order No. 18

KCM DDU Functionality when ARI enters Init Mode	\$10,985
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Change Order No. 19

KCM DDU Auto Logoff and Power Down	\$7,054
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Change Order No. 25

CST Monitors for Beta Test Developmental Units 5 CSTs @ \$800 each	\$4000
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Change Order No. 29

Addition of Cardholder Website content to Call Center & Walk-in Center training.	\$3675
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Change Order No. 30

Revise card graphics to include 8-digit Card Serial Number on the card	\$2072
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Change Order No. 31

CST Functionality to override card printing requirements	\$6637
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